49c

and regulation vestibule size.

Will clean eas-

75c

Sale of White Dresses Suitable for Confirmation and May Processions

TIMELY sale in our Children's Departmentjust at the season when mothers are buying confirmation and May procession dresses for the little ones. These garments are especially well made, of excellent quality material, and represent unusual

\$5.00 DRESSES NOW.....\$3.98

White Lawn Dresses, made with long panel of embroidery down front, skirt with embroidery insertion and fine tucks; high neck and 34 sleeves. Sizes 6 to 14 years.

\$7.00 DRESSES NOW.....\$4.98

Dainty Dresses of fine Persian lawn, with low neck and short kimono sleeves; made with rows of German val insertion from neck to waist in back and front: skirt trimmed with insertions of lace finished at waist with Dorothy ribbon bows. Sizes 6 to 14

\$8.00 DRESSES NOW......\$5.98

Handsome Dresses of fine lingerie mull, with front of fine tucks and val insertion, square neck, forming yoke of fine lace; bretelles over shoulder; short sleeves trimmed with lace; ribbon sash.

OTHER DRESSES UP TO.....\$20.00

Other Handsome Dresses of net, mull and Persian lawn, tastily trimmed in fine laces and embroidcries. Every one is an extraordinary value at the price which we have marked them for tomorrow.

BON MARCHE, 314-316 7th St.

I Street, Corner Twelfth.

Trimmed Hats at Half Price

-This reduction applies to all of our exclusive creations in Spring Milinery except Panamas and Sailors.

\$15 Trimmed Hats, \$7.50

\$20 Trimmed Hats, \$10.00 \$25 Trimmed Hats, \$12.50

\$30 Trimmed Hats, \$15.00 \$35 Trimmed Hats, \$17.50

\$40 Trimmed Hats, \$20.00

\$50 Trimmed Hats, \$25.00 \$75 Trimmed Hats, \$37.50

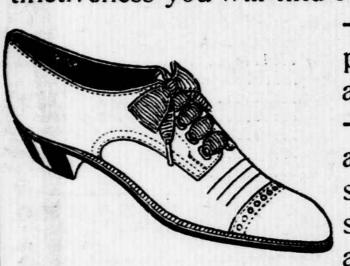
STINEMETZ, F Street, Corner 12th

B. RICH'S SONS.

If \$4 is your price for oxfords



-and you demand fashions of real distinctiveness you will find Rich's \$4 grade —of black calf,



patent leather and tan Russia —in a splendid assortment of styles - will suit your ideas admirably.

They disprove the fallacy that Rich's exclusive styles are high priced. Other grades up to \$7.

> B. RICH'S SONS, Ten-one F St., Corner Tenth.

NEW CRUISING LAUNCH.

Recent Addition of the Mutt to Local

Pleasure Craft. Romance and Drama. A recent addition to the fleet of pleasure craft owned at this city is a handsome dead-rise hull launch belonging to Story Competition than L. J. Beeston. John and Samuel Kidd, which went into service a few days ago. The new craft is 26 feet long. 74 feet beam and 3 feet the most sensational tales we ever printdeep. She is of the open type, but later ed, and one of the best in the contest. In in the season will be covered by a canopy.

The little craft is equipped with a five
deep. She is of the open type, but later ed, and one of the best in the contest. In our next issue he has another aspirant called "Christina." It is of an entirely different character than "The Count's speed, and on a trial trip she made a run from the foot of Half street, on the lastern branch, to River View, a dishersepower engine that gives her good Hand." having nothing whatever to do

"Undoubtedly, the words 'to monopo-lize' and 'monopolize' as used in the section reach every act bringing about the prohibited results. The ambiguity, if any, is involved in determining what BY U. S. SUPREME COURT is intended by monopolize. But this ambiguity is readily dispelled in the light

Given Six Months in Which to Wind Up Its Affairs and Go Out of Business.

Common Law Rule of "Reasonableness" Is Read Into Statute in Opinion Handed Down by Chief Justice White.

VITAL POINTS IN STANDARD OIL DECISION.

The United States Supreme Court holds:

That the Standard Oil Company is a monopoly in restraint of trade.

That the corporation must be dissolved within six

Corporations whose contracts are "not unreasonably re-

strictive of competition" are not affected. Other great corporations whose acts may be called into question will be dealt with according to the merits of their particular cases.

The court was unanimous as to the main features of the decision, Justice Harlan dissenting only as to a limitation of the application of the Sherman anti-trust law.

Holding the Standard Oil Company of New Jersey to be a combination in restraint of trade under the Sherman act, the Supreme Court of the United States affirmed the decree of the lower court dissolving that corporation. The action of the lower court was sustained in all essential particulars, being modified only in minor instances, one of which was to extend from thirty days to six months the time in which the dissolution shall be made.

The decision of the court was announced in an opinion handed down by Chief Justice White. It was practically a unanimous opinion of the court, since the dissent of Justice Harlan went only to the extent of the application of the Sherman act.

The Chief Justice's opinion covered

which he did without notes. The court-Chief Justice White's opinion, after

dence which had been taken in the cause, covering a period of forty years and relating to innumerable business transactions, states the decree of the court below, which was in favor of the government, finding the existence of the constraint of trade in violation of the first section of the act and an attempt to monopolize and a monopolization in violation of the second section.

True Meaning of Sections.

of the first section, forbidding "every or otherwise, or conspiracy in restraint of trade or commerce," is involved in fixing the meaning of the words "in restraint of trade," and that the true meaning of the second section forbidding atof trade or commerce, etc., involved fix ing accurately the meaning of the words employed in that section, and that the pivotal words in both sections take their origin in the common law, the opinion re views the meaning of those words in that system. As to the common law, the

"Generalizing these considerations, the situation is this: "1. That by the common law monopolies were unlawful because of their restriction upon individual freedom of contract and their injury to the public. freedom of the individual to deal was restricted where the nature and character of the dealing was such as to engender the presumption of intent to bring about at least one of the injuries which it was deemed would result from monopolythat is an undue enhancement of price. "3. That to protect the freedom of contract of the individual not only in his own interest, but principally in the interest of the common weal, a contract of an individual by which he put an unreasonable restraint upon himself as to carrying on his trade or business was consequent upon engrossing, etc., caused those things to be treated as coming within monopoly and sometimes to be called monopoly, and the same considera-

Tended to Develop Trade.

tions caused monopoly, because of its op-

eration and effect, to be brought within

and spoken of generally as impeding the

due course of, or being in restraint of

rate economic conceptions and the straint. changes in conditions of society it came to be recognized that the acts prohibited by the engrossing, forestalling, etc., stat- dressed itself simply to classes of acts, utes did not have the harmful tendency enacted, and therefore did not justify the presumption which had previously been deduced from them, but, on the contrary, such acts tended to fructify and it inevitably follows: develop trade.

mon law can there be found a prohibition either consciously or intuitively a pro-found conception as to the inevitable any given case been violated. operation of economic forces and the equipoise or balance in favor of the protection of the rights of individuals which resulted—that is to say, as it was contemplating and requiring a standdeemed that monopoly in the concrete could only arise from an act of sovereign ard, it follows that it was intended that power, and such sovereign power being the standard of reason, which had been big member of the firm of Mutt & Little restrained, prohibitions as to individuals spelled at the common law and in this were directed not against the creation country in dealing with subjects of the of monopoly, but were only applied to character embraced by the statute, was such acts in relation to particular sub- intended to be the measure used for the

Freedom of Contract.

Yesterday's opinion of the Supreme shown by the decision in Mogul Steam-Court in the Standard Oil case is declared C. 25. While it is true that the decision to be of far-reaching importance in that of the house of lords in the case in it draws for the first time a distinction question was announced shortly after the passage of the anti-trust act, it serves aw in England at the time the antitrust statute was enacted." Reviewing the law in this country.

Chief Justice's opinion said:

Without going into detail and but very briefly surveying the whole field, it was writing into the statute a limitation may be with accuracy said that the dread of enhancement of prices and of which Congress had repeatedly refused to other wrongs which it was thought would flow from the undue limitation on competitive conditions caused by contracts or other acts of individuals or corporations, led as a matter of public policy to the prohibition or treating as illegal all contracts or acts which were unreasonably restrictive of competitive room was crowded with distinguished character of the contract or act or pointing out the immense volume of eviof reasonably forwarding personal interest and developing trade, but on the contrary were of such a character as to give rise to the interence or presumption that they had been entered into or done with the intent to do wrong to the general public and to limit the right of in-

which were considered to be against pub-"It is equally true to say that the survey of the legislation in this country on Pointing out that the true significance this subject from the beginning will show, depending as it did upon the economic conceptions which obtained at the time when the legislation was adopted or judicial decision was rendered, that contracts or acts were at one time deemed to be of such a character as to justify the inference of wrongful intent which were at another period thought not to be

the evils, such as enhancement of prices,

of that character.' Intent of the Law.

Concerning the first and second sections of the statute, the opinion said: law in this country as to restaint of trad which we have reviewed and the illumi

"(a) That the context manifests the fact that the statute was drawn in the light of and with the express purpose of making it conform to the existing prac of trade because it groups as within that but all contracts or acts which theoretically were attempts to monopolize, yet which in practise had come to be con-

sidered as in restraint of trade in "(b) That in view of the many ne forms of contracts and combinations which were being evolved from existing sential by an all embracing enumeration to make sure that no form of contrac or combination by which an undue re straint of interstate or foreign commerce was brought about, could save such restraint from condemnation. The statute

under this view evidenced the intent not to restrain the right to make and enforce contracts, whether resulting from combination or otherwise, which did not unduly restrain interstate or foreign commerce, but to protect that commerce from being restrained by methods, whether old or new, which would constitute an interference that is an undue re-

"(c). And as the contracts or acts embraced in the provisions were not expressly defined, since the enumeration adthose classes being broad enough to embrace every conceivable contract or comhich could be made concerning trade or commerce or the subjects of such commerce, and thus caused any act done it inevitably follows that the provision necessarily called for the exercise of judg-"It is remarkable that nowhere at comment, which required that some standard should be resorted to for the purpose of against the creation of monopoly by an determining whether the prohibitions con-individual. This would seem to manifest tained in the statute had or had not in

Standard of Reason.

"Thus, not specifying, but indubitably

Intent of Second Section. "In other words, having by the first section forbidden all means of moncpolizby means of every contract, combination, etc., the second section seeks, if possiall the more complete and perfect by emrestraint of trade, by any attempt to results are attempted to be brought about or are brought about be not embraced within the general enumeration of the "And, of course, when the second sec-

ferred and the indication which it gives of the practical evolution by which mo-

nopoly and the acts which produce the

same result as monopoly, that is, an un-

due restraint of the course of trade, all came to be spoken of as, and to be, in-

leed, synonymous with restraint of trade.

tion is thus harmonized with and made, as it was intended to be, the complement of the first, it becomes obvious that the criteria to be resorted to in any given case for the purpose of as-certaining whether violations of the section have been committed, is the rule of reason, guided by the established law and by the plain duty to enforce the prohibitions of the act and thus the public policy which its restrictions were obviously enacted to sub-

"And it is worthy of observation, as we have previously remarked concerning the common law, that although the statute merations embodied in both the first and second sections makes it assiduously certain that its purpose was to prevent undue restraints of every kind or nature, nevertheless by the omission of any direct prohibition against monopoly in the concrete it indicates a consciousness that exercised was the most efficient means for the prevention of monopoly, since the operation of the centrifical and centripedal forces resulting from the right to freely contract was the means by which f no extraneous or sovereign power imposed it and no right to make unlawful contracts having a monopolistic tendency were permitted. In other words, that freedom of contract was the essence of freedom from undue restraint.' Coming then to consider the contentions that the construction thus given to the statute, although it may be reasonable, is erroneous, because the text says every contract or combination, etc., and therefore leaves no room for judgment, but exacts the simple duty of applying the statute to every case within its literal language, the online says. language, the opinion says:

Where the Error Lies.

"The error involved lies in assuming the matter to be decided. This is true because lar act is embraced within the statutory such classes, its nature or effect causes it to be a restraint of trade within the inendment of the act.

"To hold to the contrary would require the conclusion either that every contract, lated and excluded resort to the only means by which the acts to which it relates could be ascertained-the light of reason-the enforcement of the statute was impossible because of its uncertainty "The merely generic enumeration

which the stratute makes of the acts to which it refers and the absence of any definition of restraint of trade as used in the statute leaves room for but one conclusion, which is, that it was expressly designed not to unduly limit the application of the act by precise definition, but while clearly fixing a standard-that is, by defining the ulterior boundaries which could not be transgressed with impunity—to leave it to be determined by the light of reason, guided by the principles of law and the duty to apply and enforce the public policy embodied in the statute, in every given case whether any particular act or contract was within the contemplation of the statute."

Former Decisions Cited.

States agt. Joint Traffic Association, 171 U. S., 505, exclude the right to thus reason in interpreting the statute, the opinion declares that the general language of those decisions has been subsequently explained and held not to justify the broad significance attributed to them. The opin-

gree to be wanting in frankness, we say that in so far, however, as by separating in the freight association and joint trafand parties with which the cases were they are necessarily now limited and qualified. We see no possible escape from this many cases decided in this court in which the anti-trust law has been applied and force that law in the future is to continue to exist. The first is true, because the construction which we now give the statute does not in the slightest degree conflict with a single previous case de cided concerning the anti-trust law aside from the contention as to the freight as cause every one of those cases applied the rule of reason for the purpose of de termining whether the subject before the court was within the statute. The second is also true, since, as we have already nointed out, unaided by the light o eason, it is impossible to understand how the statute may in the future be enforced be made efficacious." statute to the facts alleged in the bill would cause the act to be a mere regulation of production within a state and therefore beyond the power of Congress,

it is said that this argument rests purely upon what is deemed to be the effect of the decision in United States vs. E. C. Knight Company, 156 U. S., 1, but it is declared that the contention is unfounded and has been repeatedly so held in various decisions, citing United States vs. Northern Securities Company, 13 U. S. 334; Loewe vs. Lawlor, 208 U. S., 274, and other cases. Referring to certain con-tentions of the Standard Oil Company as

to the statute, the opinion says: Saved by Reason Rule.

"Many arguments are pressed in vari ous forms of statement which in subnot be made free by obstructing it and second section serves to establish that it necessary to the well-being of society first section be frustrated or evaded. The tion of all these arguments is the asprohibitions of the second embrace 'every sumption that reason may not be resorted "From the review just made it clearly person who shall monopolize, or attempt to in interpreting and applying the results that outside of the restrictions to monopolize, or combine or conspire statute, and, therefore, that the statute following facts: resulting from the want of power in an with any other person or persons, to unreasonably restricts the rights to con-

OPEN 8 A.M.

Steamed

They'll look like new

Cleaned

417-425 8th St. 420-426 7th St. \$2.00 Matting Covered Shirt Waist Box

These are made of the best bass wood, covered with excellent quality Jap matting, and trimmed with burnt bamboo, brass handles and turned legs. The quantity is limited, so be prompt. Reg. 51.59 ular \$2.00 value. At.....

at 49c. Bring Your Card Plate In for Remember, this is for tomorrow only.

A Sale of White Goods

That Means Big Savings Tomorrow

50c White Marquisette, 39c 40 inches wide; superior fine grade; one the latest materials for fine gowns, etc. 75c White Embroidered St. Gall

Swiss 45 inches wide; seed dot. A yard. 50c A Trio of the Greatest Values in High-class White Goods Ever Sold Over Any Counter

The proper fabric for fine waists, dresses, 50c 48-inch White Mercerized French Batiste

371/2c 40-inch White Sherrette..... 48-inch White Swiss Chiffon Batiste The prettiest of sheer fabrics. Permanent silk luster. Once used, always used. A yard,

50c, 60c, 75c and \$1.00

371/2c 48-inch White Persian Lawn.. 25c

40 inches wide; fine weave; excellent quality at regular price. Another of the very popular fabrics for pretty gowns, etc.

50c White French Voile, 39c

50c White Fancy Sherrette, 29c

In a large variety of beautiful sheer plaid, striped and checked designs; finished with a linen-thread effect; resembling the real linen, and will wear equally as well, and cost just about half. Your choice of these 50c 29c styles, a yard.....

25c White Berkley Cambric, 15c

36 inches wide; nainsook finish; especially adapted for making women's and children's underwear. Yard......... 15c

Dainty Underwear

75c and 85c Values in

Hemstitched Sheets

At 60c and 65c

stitched Sheets. These goods are made by one of the most repu-

table mills making sheets today, but to stimulate trade we will

Axminster Rugs . . \$17.45

quality, and sell regularly at \$27.00. Special for to-\$17.45

Full room size, in oriental, floral and conventional designs;

value. Special

cial

all are good combinations of colorings; excellent

For rapid disposal will place on sale two (2) sizes Hem-

81x90 Henstitched Sheets; double bed size. 85c 65c

42x36 Pillow Cases; hemstitched. 23c value. Spe- 17c

Extraordinary qualities at extremely low prices. Note the following items: 69c Short Skirts, 47c | 69c Women's Gowns,

quality cambric; trimmed with embroidery ruffle and hemstitched tucks; lengths, 29 to 31; regular 69c value.

69c Corset Covers, 47c Women's Corset Covers, made of fine quality nainsook; stylishly finembroidery, beading and ribbon; sizes 36 to 44; regular 69c value. Special

\$1.25 Corset Covers, Women's Corset Covers, made of fine quality nainsook; stylishly fin-

shed with rows of lace embroidery, beading and ribbon; sizes 36 to 42; regular \$1.25 98c value. Special..... \$1.75 Nainsook Gowns.

Another lot of those beautiful, oft Nainsook Gowns; in low neck and short sleeves; yokes daintily frimmed with fine embroidery, lace beading and ribbon; sizes beading and ribbon; sizes 15 to 17; regular \$1.75 val-

ue. Special.....

Women's Gowns made of good quality nainsook and cambric; low neck and short sleeves; neatly trimmed with embroidery, lace edge and tucks; sizes 15 to 17; regular 60c value. Spe- 47c

\$2.25 Combination Suits, \$1.68. Combination Suit, drawers and cover; made of fine quality nain-sook; cover of dainty embroidery, lace edge beading and

ribbon; sizes 36 to 40; regular \$2.25 value. \$1.68 \$1.48 Long Skirts, \$1.19 Women's Long Skirts, made of good quality cambric; deep fic nce of eyelet embroidery;

lengths, 38 to 42; regular \$1.48 value. Spe- \$1.19 \$1.25 Long Skirts, 98c.

Women's Long Skirts, made of fine quality cambric; deep flounce of embroidery, lace insertion and edge; full foundation and distribution and distribution and distribution. dust ruffle; lengths, 38 to 42; regular \$1.25 value. 980

Towels

Linen and

72-inch German Silver Bleached Damask; ver Bleached Damask; \$1.25 quality. Special. \$1.00

\$2.25 per dozen.

18x36 Double-thread.

Bleached Turkish.

Towels; 15c quality.

6-8 Bleached Irish Napkins; were \$3.50. \$3.00

64-inch Extra-weight Bleached Hotel Damask. 62½c quality. Special, per 50C

yard.

Extra Size Hemmed Bleached Turkish Towels. 30c quality. Special, each..

75c Children's

PARASOLS 50c

14 16x18-inch Children's Parasols, made of soisette or sateen; large assortment of styles: colors are pink, blue, red, white, linen and hunter green; all have stylish handles. Worth 75c. 50c

\$2.48 Extra Size Heatherbloom Petticoats

\$1.98 in black only; cut extra full through foundation and

exertion of legislative power, they are Standard Oil Company of New Jersey and clearly unsound. The statute certainly the acquisition by that company of the generically enumerates the character of shares of the stock of the other corporaacts which it prohibits and the wrong tions in exchange for its certificates. "The propositions, therefore, but insist possibilities of far-reaching control which that, consistently with the fundamental resulted from the facts last stated are come within a generic statutory provi- corporations whose stock was held by the however, to this their final meaning therefore, to be held by the New Jersey

partment of the government has exerted the entry of the decree below, since from the beginning. This is so clear as to equire no elaboration.

"Yet let us demonstrate that which new Jersey corporation of the stock "Yet let us demonstrate that which needs no demonstration by a few obvious examples. Take, for instance, the familiar cases where the judiciary is called upon to determine whether a particular act or acts are within a given prohibition, depending upon wrongful intent. Take questions of fraud. Consider the power which must be exercised in every case where the courts are called upon to determine whether particular acts are insuch acts in relation to particular subjects as to which it was deemed if not restrained some of the consequences of monopoly might result. After all, this was but an instinctive recognition of the two but an instinctive recognition of the two but an instinctive recognition of the two but and a consideration of the trade.

Interior to particular subject the measure used for the purpose of determining whether in a given case a particular act had or had of this case without impairing rights of and of the two brought about the wrong against property and destroying the freedom of the two being that the course of the termine whether particular acts are cannot be applied under the facts of this case without impairing rights of and of themselves valid, but which are about the wrong against property and destroying the freedom of the two being that the course of the consequences—that is, statute cannot be applied under the facts of this case without impairing rights of and of themselves valid, but which are about the wrong against property and destroying the freedom of the course of trade could which are about the wrong against property and destroying the freedom of the course of trade could which are about the wrong against property and destroying the freedom of the course of trade could which are about the wrong against property and destroying the freedom of the course of trade could which are about the consequences—that is, duced its normal consequences.

"Beyond dispute the proofs establish

Coming to apply the remedy, it is held

(Continued on Twelfth Page.)

MRS. JULIA A. RHEAM DEAD.

Mrs. Julia A. Rheam, a native of the

which it was intended to prevent. Disposing of a contention of the that, consistently with the Standard Oil Company that to apply the principles of due process of law, can be left to the judiciary to decide whether in a given case particular acts sion. But to reduce the propositions, makes it clear that in substance they corporation. deny the existence of essential legislative authority and challenge the right of the judiclary to perform duties which that derequire no elaboration.

Proved Against Trust. Considering the proof and its effect, the

substantially, as alleged in the bill, the

Eastern branch, to River View, a distance of about twelve miles, in an hour and twenty minutes. The launch, which was built for the pleasure of its owners, will be used in cruising on the Potomac, and during the summer she will make trips to Colonial Beach and other salt water resorts. The new craft has been twenty in honor of the launch, which rest used on the construction we have given to the terms of section 8 it is certain the free course of the want of right to restrain the free course of the word person clearly implies a corporation set which implied a wrongful purpose, freedom to construction we have given to that the word person clearly implies a corporation set which rest upon that the trade by contracts or acts which implied a wrongful purpose, freedom to contracting and the trade of upon the statute, of course, the propositions which rest upon that the word person clearly in the statute, of course, the propositions of 1879 not referred to by the statute, of course, the propositions of the statute, of course, the propositions of the statute, of course, the propositions of 1879 not referred to in the bill, and the trade by contracts or acts which implied a wrongful purpose, freedom to contract and to abstain from contracting and in part, construed in the commerce referred to by the word person clearly in the statute, of course, the propositions of 1879 not referred to in the bill, and the trade by contracts or acts which implies a corporation as well as a minute of 1882, and also a previous one of the statute, of course, the propositions of 1879 not referred to in the bill, and the trade by contracts or acts which implies a to state the statute, of course, the propositions of 1879 not referred to in the bill, and the trade or business, and outside of the want of right in the trade or business, and outside of the want of the trade or business, and outside of the want of the trade or business.

The launch with the construction we have given for launch in the construction of the statute, of course, the st

"The vast amount of property and the previously annexed concerning the parties

court below, an enlarged and more per-fect sway and control over the trade and commerce in petroleum and its products.

Lower Court Sustained.

following facts:

"1. The creation of the Standard Oil act are found to have been committed, it would suffice to enjoin further violations, but in a case where a monopolization or an attempt to monopolize is established or the existence of a combination is proceedings in the supreme court of Ohio proceedings in the supreme court of Ohio culminating in a decree based upon the culminating in a decree based upon the finding that the company was unlawfully finding that the company was about fifty-five years of age, and belonged to an old Washington of age, and belonged to an old Washington for age, and belonged to an old Washin

Original and Genuine previously annexed concerning the parties to the trust agreement of 1882, and the corporations whose stock was held by the corporations whose stock was held by the trust and which came.

> "Others are Imitations" The Food Drink for All Ages Rich Milk, Malt Grain Extract, in Powder Not in any Milk Trust Insist on "HORLICK'S" Take a package home.

Was Widow of Former Constable of the District.

this city all her life, died at the George-Mrs. Rheam was the widow of Henry Rheam, who died here about two years ago. He was for many years one of the that ordinarily where violations of the constables of the District under the old

The lower court, it is pointed out, (1) en-joined the combination, and, in effect, directed its dissolution: (2) forbade the